

Agreement between  
The Township of Deptford  
Gloucester County, New Jersey  
And  
Teamsters Local 676  
EMS Supervisors

January 1, 2015 through December 31, 2017

PREAMBLE

THIS AGREEMENT is entered into this day of by and between the TOWNSHIP OF DEPTFORD, in the County of Gloucester, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Township", and Teamsters Local 676, hereinafter called the "Union", represents the complete and final understanding on all bargaining issues between the Township and the Association.

PURPOSE

THIS AGREEMENT is entered into between the Township and the Union, to promote and ensure harmonious relations, cooperation, and understanding between the Township and its Union represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of the Township of Deptford and its employees.

ARTICLE I  
RECOGNITION

A. In accordance with the voluntary recognition pursuant to a "card check", the Township recognized the Union as the exclusive collective negotiations agent for all paid full time Emergency Medical Technician Supervisors employed by the Township.

B. Unless otherwise indicated, the terms "Emergency Medical Technician Supervisors", "employee" or "employees", when used in this Agreement, refer to people, male or female, represented by the Union in the above defined negotiation unit.

ARTICLE II  
NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation or any other legally recognized protected classes.

B. The Township and the Union agree that it shall be a violation of this contract to discriminate against anyone for their affiliation with the Union.

ARTICLE III  
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Official representatives of the Union will be granted administrative leave with pay to attend the annual conventions of the Professional Firefighters Association of New Jersey and the International Association of Fire Fighters. The leave will be for a period inclusive of the duration of the convention with reasonable time permitted for travel to and from the conventions.

B. One (1) authorized Union Representative shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new agreement for this unit. Such representative will also be reasonably excused without loss of pay to participate in other meetings related to collective bargaining and/or related

to the grievance procedure. Such representative shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

C. Copies of disciplinary charges, or other notices relating to disciplinary action, shall be furnished to the Union upon written authorization to the Township by the employee within a reasonable period of time thereafter. The Township shall maintain a file of written refusals by the employees to authorize the Township to forward such documents to the Union. Copies of all disciplinary charges or notices relating to disciplinary action against any member shall be furnished to the Shop Steward of the Union within seventy-two (72) hours of the presentation of charges.

D. The Union will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members. The Union recognizes that the conditions set forth in this Article shall be subject to the Code of the Township.

E. Whenever an employee is to be questioned and he is being considered a "target" for possible disciplinary action, he shall have the right to request a Shop Steward or representative of the Union be present at all stages of questioning. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to support disciplinary action.

F. Authorized representatives of the Union, whose names shall be filed in writing with the Township, or its designee, shall be permitted to visit any facility within Deptford Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief of Emergency of Medical Services, or such other individuals designated by the Township in writing to perform such tasks, on condition that such prior approval shall not be unreasonably withheld. The Union representative shall not interfere with the normal conduct of work within the facility.

G. In addition to the foregoing, if a State Delegate is elected from this bargaining unit, the Delegate will receive a maximum of nine (9) days annually, without loss of pay, to attend the monthly State meeting. In order to receive said leave, the Delegate must give the Chief of Emergency Medical Services a minimum of two (2) weeks prior written notice and must be scheduled to work on the days and times of the State monthly meeting.

H. Upon the request of the Union, on duty employees shall be reasonably permitted to attend and participate in bargaining unit meetings without loss of pay when such bargaining unit meetings are held at a location mutually agreed upon by the Union and the Township. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises.

I. In addition to the foregoing, Shop Steward or Union representatives will receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing or other union business relating to the Township on an as needed basis. The member requesting relief must make application to the Chief of Emergency Medical Services or his designee as soon as reasonably possible. Such request will not be unreasonably delayed or denied.

#### ARTICLE IV MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limited to, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the

effective operation of the Department after advance notice thereof to the employees is recognized.

4. To hire employees, to promote, transfer, assign or retain employees in positions with the Township.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action, in accordance with the grievance procedure, against any employee for good and just cause according to relevant laws.

6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is *bona fide*.

B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties and/or responsibilities of the Township, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms herein are in conformance with the Constitutions and laws of New Jersey and of the United States.

## ARTICLE V GRIEVANCE PROCEDURE

### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate employee of the Township.

3. Nothing herein shall be deemed to deny any employee their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their

rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

**B. Definition**

The term "grievance" as used herein shall be defined as any controversy arising over the interpretation, application or alleged violation of policies, procedures, contractual agreements, and/or administrative decisions affecting the terms and conditions of employment, and shall be raised by the Union or a member thereof on behalf of any individual member or group of members.

**C. Steps of the Grievance Procedure**

In order to resolve grievances covered by this Agreement, the following procedure shall be used, however any step may be waived by mutual consent:

**Step One:**

An aggrieved employee or group of employees shall institute action under the provisions of this procedure within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Chief of Emergency Medical Services or the Township Manager. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

**Step Two:**

Within ten (10) calendar days of receipt of the grievance from the employee or group of employees, the Township Manager shall conduct an informal Hearing wherein the employee or group of employees shall present their grievance, with or without a representative of the Union being present, and the Chief shall present his response. A written determination shall be rendered within five (5) days of the Hearing.

**Step Three:**

In the event the grievance has not been resolved in Step Two, the Union may, within thirty (30) calendar days of the Township Manager's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).

#### D. Arbitration

1. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the Arbitrator shall adhere to the statutory and case laws of New Jersey and the United States where applicable. The Arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

2. The costs for the services of the Arbitrator shall be borne equally by the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

3. The Arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the Arbitrator hearing unless agreed to otherwise by the parties.

#### E. Time limits

All shall strictly adhere to the time limits set forth herein. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last Step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure, as long as the extension or time shortening request is agreed upon prior to the original limits set forth in this Agreement.

### ARTICLE VI MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. Neither the Union nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage or work, in whole or in part, from the full, faithful and

proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the Township.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any action by any other employee or group of employees of the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

E. The Chief of Emergency Medical Services and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are may not be covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Union.

#### ARTICLE VII DUES, DEDUCTIONS AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Chief Finance Office during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish the Township with either new authorizations from its members, showing the authorized deductions of each employee, or an official notification on the letterhead of the Union.

D. The Union shall provide the necessary "check-off authorization" forms and the Union shall secure the signatures of its members on the forms and deliver the signed forms to the Chief Finance Officer.

E. Any such written authorization may only be withdrawn between the period of the 1<sup>st</sup> of April and the 30<sup>th</sup> of June by filing a withdrawal notice with the Chief Finance Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fee to the majority representative.

1. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

2. The fair share fee for services rendered by the Union shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Union, less the costs of benefits financed through the dues and available only to the members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

3. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the township.

4. Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year, the Union, if there is a change in the cost of membership, shall provide advance written notice to the Township and any non-

member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above shall be forwarded to the Township or employee requesting same.

5. The Union shall establish and maintain a procedure whereby any employee may challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information

#### ARTICLE VIII EMPLOYEE RIGHTS AND PRIVILEGES

A. Nothing contained herein shall be construed to deny or restrict any employee such rights as he or she may have under New Jersey laws or other applicable laws and regulations, the rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Township or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.

C. Whenever an employee is required to appear before any Supervisor, Chief, Manager, Township Counsel or other Township Representative or designee concerning any matter which may adversely affect that employee's rank, employment, salary range or benefits, then he or she shall be given prior written notice of the reasons of such meeting and shall be entitled to have a representative of the Union present to advise and represent them during such meeting.

D. Any employee whose action may give rise to any charges by the Township shall be advised prior to any hearing or meeting with any agents or representatives of the Township. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which he or she is under investigation. The employee shall have full access to counsel in any hearing or internal investigation scheduled by the Township.

E. 1. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.

2. All written rules and regulations shall be provided to the employees immediately upon promulgation.

#### ARTICLE XI HOURS AND OVERTIME

A. The normal work week for Emergency Medical Technician Supervisors will be eighty (80) hours in a two week period. The scheduled hours of work may vary from time to time to meet the needs of the Township. Nothing in this Agreement shall be construed as providing a guaranteed work day or work week.

B. Except in emergencies, the scheduled hours of work shall be posted at least seventy-two (72) hours in advance. This provision shall not be construed to restrict the Township's right to scheduled compensatory time.

C. Overtime shall be paid after a regularly scheduled eight (8) hour shift, in accordance with the Fair Labor Standards Act requirements for public agencies.

D. When an employee is recalled for duty, he or she shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate, so long as the recall is not contiguous with their regularly scheduled shift.

F. Overtime will be distributed as equitable as possible.

G. Overtime shall be paid at the rate of one-and-one-half (1½) the employee's hourly rate. The employee may take overtime as paid or compensatory time. Compensatory time is limited to forty (40) hours.

ARTICLE X  
EXCHANGE OF HOURS OF DUTY

A. The request for exchange of hours of duty by an employee may be granted by the Chief of Emergency Medical Services or his designee, at his discretion, provided such request has been made through appropriate channels and in accordance with the needs of the Township. Such discretion shall not be unreasonably denied.

B. In exercising the provisions of this Article, no employee shall work more than two (2) consecutive shifts, and the provisions of Article IX shall not apply to the second shift unless the employee is ordered to work hours in excess of the first shift, in which case Article IX shall be applicable to the excess hours.

ARTICLE XI  
SALARIES

1. Effective January 1, 2015, Dave Couch will move from step 6 to step 7 with the increase in pay which includes retroactive pay up and including the effective date.
2. Effective January 1, 2015, Dawn Amos' base salary will be increased to \$62,500 annually with the increase in pay which includes retroactive pay up and including the effective date.
3. Effective January 1, 2015, Dawn Law's base salary will be increased to \$49,862.98 with the increase in pay which includes retroactive pay up and including the effective date.
4. The salaries for all Emergency Medical Technician Supervisors under this contract shall increase as follows:

January 1, 2015 - 2% increase to current salary.

January 1, 2016 - 2% increase to salary

January 1, 2017 - 2% increase to salary

5. Employees acting as Shift Supervisor will receive and annual stipends as follows:

2015 - \$5,250

2016 - \$5,250

2017 - \$5,250

6. The Deputy Chief will receive annual stipends as follows:

2015 - \$2,500

2016 - \$2,500

2017 - \$2,500

ARTICLE XII  
HOLIDAYS

A. Emergency Medical Technician Supervisors shall be entitled thirteen (13) paid holidays off per calendar year. The holidays shall be as follows:

1. New Year's Day	7. Labor Day
2. Martin Luther King, Jr. Day	8. Columbus Day
3. Washington's Birthday	9. Election Day
4. Good Friday	10. Veteran's Day
5. Memorial Day	11. Thanksgiving Day
6. Independence Day	12. "Black" Friday
	13. Christmas Day

B. Any full-time employee working a holiday shall be paid for the holiday plus time and one-half.

ARTICLE XIII  
VACATIONS

A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the Township Policy:

Completion of 1 <sup>st</sup> year through 4	12 days
Completion of 5 <sup>th</sup> year through 6	15 days
Completion of 7 <sup>th</sup> year through 19 or more	20 days

- B. Vacation days accrue throughout the year in accordance with New Jersey law.
- C. A maximum of five (5) days vacation may be carried over into the following year without approval of the Director of Emergency Management Services.
- D. No more than two (2) weeks vacation may be utilized in succession.
- E. An annual vacation schedule shall be prepared by the Chief of Emergency Management Services.
- F. An employee who terminates his employment with the Township or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay at the time of termination. This time shall be prorated for the last year of employment.
- G. The Emergency Medical Technician Supervisor vacation entitlement schedule shall be based on one (1) shift being defined as an eight (8) hour shift.
- H. Each employee shall be entitled to four (4) personal days a year.
- I. Personal days shall not be accumulative. Personal days not used will not be paid for or carried over to the subsequent year.
- J. All vacation not used and accumulated will be paid at the time of retirement or otherwise leaving employment.

ARTICLE XIV  
SEPARATION, DEATH AND RETIREMENT

- A. Employees shall retain all pension rights as EMT's as provided by all applicable laws.
- B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A-5, or as a

result of a disability pension, whether work-connected or not, shall be paid for all accumulated vacation and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement based upon the base annual compensation.

C. Employees intending to retire on other than disability pension shall notify the Township Chief Financial Officer and the Human Resources Department by September 1<sup>st</sup> of the previous year in which said retirement is to become effective.

D. In the event of an employee's death, his or her estate or legal representative shall be paid for all accumulated vacation or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.

E. In the event of an employee's separation from service for any reason not set forth in above, all accumulated compensatory time shall be paid at the rate of pay at the time of separation to the employee.

F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty or retirement, all vacation, and other compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective after the fifteenth (15<sup>th</sup>) of the month. Benefits shall be pro-rated on the calendar year from January 1<sup>st</sup> through December 31<sup>st</sup>.

G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, sick leave days, and other compensatory time which would have accrued for the entire calendar year (in the year of the employer's death), shall be payable to the employee's estate or legal representative.

H. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.

ARTICLE XV  
SICK LEAVE

A. Sick leave with pay shall be earned at the rate of one (1) day per month during the first calendar year of employment, and fifteen (15) days per year for each year of employment thereafter. Unused sick leave shall be cumulative from year to year.

B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensable under Article XVI.

C. Employees' shall be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive work days.

D. The Township may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Township.

E. The Township may require an employee to be examined by a physician designated and compensated by the Township as a condition of the employee's continuation of sick leave or return to work.

F. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Chief of Emergency Medical Services or his designee at least three (3) hours prior to the start of their shift, if possible.

G. In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof shall be required.

H. An employee who has exhausted their accumulated sick leave may, with the Township's approval, charge additional days of absence to vacation or personal days, or compensatory time, if available.

I. Employees leaving Township employment for any reason other than termination shall be paid 65% of accumulated sick leave up to a maximum of \$15,000.00.

J. The sick leave entitlement shall be based on one (1) work day being defined as an eight (8) hour shift.

K. Employees may sell back accrued sick leave to the Township on an annual basis. However, employees may only sell back a maximum of 7.5 sick days per year and only sick days that were accrued during the year of the sell back.

## ARTICLE XVI INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year or in accordance with current State law. The employee shall continue to receive his/her payroll check and return any workers compensation check to the Township.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year or as in accordance with current State law.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employment of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

C. An employee who sustains any injury while working must make an injury report to the Chief of Emergency Medical Services or officer in charge prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.

D. It is understood that the employee must file an injury report with the Township Clerk immediately following the injury, or at the end of the employee's shift, and if not medically possible within 24 hours of the injury so that the Township may file the appropriate Worker's Compensation Claim. Failure to report said injury may result in the failure of the employee to receive Worker's Compensation benefits in accordance with State law.

E. The employee claiming injury shall be required to present evidence by way of a certificate of a physician designated by the insurance carrier of an inability to work. The Township may reasonably require the employee to present such certificate from time to time.

F. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

G. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Township's appointed physician. At that point, the Township and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XVII  
BEREAVEMENT LEAVE

A. In the event of death of the employee's parents, spouse, certified partner, children, brothers or sisters, the employee shall be granted time off without loss of pay commencing between the day of death and the day after interment, but in no event to be more than five (5) consecutive work days.

B. Leave with pay for three (3) consecutive work days shall be granted in the case of the death of an employee's grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law.

C. The Chief of Emergency Medical Services may grant leave without pay for anyone else not included.

D. If additional time is required, an employee may use accumulated compensatory or vacation time upon approval of the Chief of Emergency Medical Services.

E. An employee will request bereavement leave from the Chief of Emergency Medical Services at the earliest practicable time.

F. Proof of death shall be required.

G. A tour of duty for Emergency Medical Technician Supervisors is defined as an eight (8) hour shift.

H. Bereavement leave is specifically intended to participate in and/or attend funeral services.

ARTICLE XVIII  
MILITARY LEAVE

A. Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

ARTICLE XIX  
LEAVE OF ABSENCE

A. Leave of absence without pay may be granted for good cause, in the discretion of the Township Manager, to any employee who has completed his or her working test period.

B. Leave of absence may be for any specified period of time up to that allowed by federal or State or Township policy.

C. During a leave of absence, the Township will not be responsible to provide the employee with the benefits provided within Article XXV. However, if the employee wishes that coverage is extended to him during the leave, the Township will provide it but it must be paid by the employee prior to the Township being billed.

ARTICLE XX  
PENSIONS

A. All employees shall retain all pension rights afforded to them under applicable law.

ARTICLE XXI  
JOB DESCRIPTION AND DUTIES

A. The job descriptions and duties for all members of this bargaining unit shall be in accordance with each employee's job title as set forth by the New Jersey State Department of Personnel, N.J.S.A. Titles II and 11-A.

B. The Township shall maintain a current copy of Department of Personnel job descriptions for all required positions within each employee's file.

C. The Township shall supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.

ARTICLE XXII  
CLOTHING ALLOWANCE

A. The Township shall issue to all newly hired employees' uniforms according to the clothing allowance as set forth in Appendix A attached hereto. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.

B. The Township agrees to reasonably maintain and/or replace those articles of clothing or equipment that compromise an employees' uniform, including footwear required for performing employees' tasks associated with such employment. Such reasonableness will be at the sole discretion of the Township Manager.

C. The Township shall be responsible for the cost of changes in uniform and replacement of uniforms damaged or contaminated in the line of duty.

D. Uniforms shall be worn while on duty except during physical fitness or other training period unless required by the Chief of Emergency Medical Services. The Chief of Emergency Medical Services shall determine the proper uniform for the work being performed.

E. The Township will pay a vendor for the cost of cleaning up to five (5) complete work uniforms per employee, per week, at the Township's expense.

ARTICLE XXIII  
TRAVEL EXPENSES

A. Employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using their personal automobile when so ordered and required by the Township, and shall be reimbursed for all non-vehicular expenses in connection with their official duties when approved by the Chief of Emergency Medical Services. Any such expenses must be appropriately documented as a condition of reimbursement.

ARTICLE XXIV  
HOSPITALIZATION AND MEDICAL BENEFITS

A. The Township shall provide medical benefits under the State Health Benefits Plan with dental and prescription coverage as currently exists.

B. Any change in current plans or coverage shall be negotiated with and approved by the Union.

C. Medical benefits shall continue for the employee after retirement with twenty-five (25) years of service with the Township and twenty-five (25) years in the pension system (PERS). Benefits shall continue for the spouse for a total of five (5) years after the employee's retirement.

ARTICLE XXV  
COMMUNICABLE DISEASES

A. The Police Chief or designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees responding to rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the employee's responsibility to notify the office in charge and initial the completed C.D.F. form.

ARTICLE XXVI  
SAFETY CLAUSE

A. The Union will be represented on the Township Safety Committee by the Chief of Emergency Medical Services.

ARTICLE XXVII  
PROMOTIONS

A. When the Township determines to create a promotional position(s), a notice will be posted, with a copy provided to the Association, advising of the nature of the position and the qualifications required therefore. All promotions will be made in accordance with N.J.S.A. 11 and 11-A, State of New Jersey, Department of Personnel.

ARTICLE XXVIII  
BULLETIN BOARD

A. The Union shall have the sole use of the designated Union bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all emergency organizations and other employee related matters.

B. Only material authorized by the signature of the Union Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.

C. The Township may require the Union to remove, from the bulletin board, any material that does not conform to the intent of the above provisions of this Article. Said material will be kept on file with the Union.

ARTICLE XXIX  
SERVICE RECORDS

A. Service records shall be maintained pursuant to the Township personnel file procedures.

ARTICLE XXX  
PRINTING AND SUPPLYING AGREEMENT

A. This Agreement and any future agreement shall be copied and supplied to each employee by the Township within forty-five (45) calendar days of execution at no cost to the employee.

ARTICLE XXXI  
STATUTORY AND LEGAL RIGHTS

A. Nothing contained herein shall be construed to deny or restrict the Township or the employee from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other

national, state, county or local laws or ordinances pertaining to the employees covered by this Agreement.

ARTICLE XXXII  
SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXIII  
MAINTENANCE OF BENEFITS

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.

B. All rights, privileges, and working conditions enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

ARTICLE XXXIV  
JURY DUTY

A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.

B. Employees volunteering for jury duty shall not receive paid time off for jury duty.

C. Any payments for jury duty other than travel shall be given to the Township.

ARTICLE XXXV  
EMERGENCY LEAVE

A. Employees may be granted emergency leave with the approval of the Chief of Police and the Township Manager for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employee's option, against the employee's vacation, personal or compensatory time balance.

ARTICLE XXXVI  
FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Township and the Union, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXVII  
SUPERSEDING CLAUSE

A. This Agreement supersedes any and all other agreements, ordinances, resolutions and/or directives dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE XXXVIII  
TRAINING

A. The Township of Deptford endorses a policy of career development and supports an educational assistance program. All employees shall be eligible for the township's tuition reimbursement in accordance with its personnel policies and procedures.

B. Township-sponsored and required training shall generally be arranged during regularly scheduled work hours. Additionally, the Township will fund training required to maintain employee certifications. The Department Chief may change the standard work hours to accommodate or require attendance at such training activities.

ARTICLE XXXIX  
DURATION, TERM AND RENEWAL

THIS AGREEMENT shall be effective January 1, 2015 and shall remain in full force and effect through and including December 31, 2017. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first set forth above.

TOWNSHIP OF DEPTFORD

By: Paul Medany  
Paul Medany, Mayor

Teamsters Local 676

By: James P. Walsh  
4-1-2015

WITNESS: Soda

WITNESS: \_\_\_\_\_

DATE: 4-20-15

DATE: \_\_\_\_\_